

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Warrantech Corporation		01/31/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	AmTrust Financial Services, Inc.
<b>Street Address:</b>	59 Maiden Lane
<b>Internal Address:</b>	6th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10038
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2810841	ALLCARE
Registration Number:	2598679	BUTLER FINANCIAL SOLUTIONS
Registration Number:	1884440	PREFERRED SERVICE PLAN
Registration Number:	2342686	REPAIRGUARD
Registration Number:	2535685	REPAIRMASTER
Registration Number:	2575174	REPAIRMASTER
Registration Number:	2531613	TECHSAVER
Registration Number:	2916881	VSC ONLINE
Registration Number:	1419435	W
Registration Number:	1823192	W
Registration Number:	1402490	WARRANTECH
Registration Number:	1843182	WARRANTECH
Registration Number:	1788441	WARRANTECH AUTOMOTIVE

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Registration Number:	1737028	WARRANTECH W DIRECT
Registration Number:	2184294	WARRANTECH PROTECTING YOUR FUTURE
Registration Number:	3165948	ONE WORLD
Registration Number:	3163704	TECH II PROTECTION
Serial Number:	76501697	ELITE JEWELRY CARE PLAN
Serial Number:	76501684	ELITE WATCH CARE PLAN
Serial Number:	78770121	PRONTO INFORMATION NETWORK POWERED BY WARRANTECH
Serial Number:	78636404	
Serial Number:	78950345	THE XCHANGE CARD
Serial Number:	77066226	W

**CORRESPONDENCE DATA**

Fax Number: (212)355-3333  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-813-8800  
Email: dbreitman@goodwinprocter.com  
Correspondent Name: Dana Breitman  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Goodwin Procter LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	122486.170613
NAME OF SUBMITTER:	Dana Breitman
Signature:	/danabreitman/
Date:	02/13/2007

**Total Attachments: 9**  
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**TRADEMARK COLLATERAL CONDITIONAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL CONDITIONAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated as of January 31, 2007, is by and among WARRANTECH CORPORATION, a Delaware corporation, VEMECO, INC., a wholly owned indirect subsidiary of Warrantech Corporation (together, the "Obligor"), and AMTRUST FINANCIAL SERVICES, INC. ("AmTrust"), a Delaware corporation, in its capacity as collateral agent under the Note Purchase Agreement (as defined below) (in such capacity, together with any successor collateral agent, the "Collateral Agent"). AmTrust and its successors, assigns and transferees are sometimes referred to herein as the "Purchasers." Terms defined in the Note Purchase Agreement (as defined below) and not otherwise defined in this Agreement shall have the meanings given to those terms in the Note Purchase Agreement when used herein and such definitions are incorporated herein as though set forth in full.

**WITNESSETH:**

WHEREAS, WT Acquisition Holdings, LLC and WT Acquisition Corp., its direct subsidiary, are parties to a Merger Agreement, dated June 6, 2006 (as amended, the "Merger Agreement") pursuant to which WT Acquisition Corp. will merge with and into Warrantech Corporation with Warrantech Corporation as the surviving corporation;

WHEREAS, WT Acquisition Corp. wishes to sell to AmTrust and AmTrust wishes to purchase from WT Acquisition Corp., senior secured promissory notes, due January 30, 2012, in the principal amount of \$20,000,000 upon the terms and subject to the conditions set forth in that certain Note Purchase Agreement, dated as of January 31, 2007, by and among WT Acquisition Corp., WT Acquisition Holdings, LLC and Purchaser (the "Note Purchase Agreement");

WHEREAS, pursuant to the Note Purchase Agreement, the Obligor is required to enter into this Agreement, and Obligor expects to realize direct and indirect benefits as the result of issuance of the Notes under the Note Purchase Agreement and, accordingly, desires to execute this Agreement in order to satisfy this condition; and

WHEREAS, Obligor has adopted, used, has a bona fide intent to use, and/or is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST. As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Obligor hereby grants to Collateral Agent, for the benefit of the Purchasers, and confirms, reaffirms and restates its prior grant to Collateral Agent of, a continuing security interest in and a general lien

upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"):

(a) all of Obligor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Obligor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, or in any similar office or agency of the United States, or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Obligor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature.

(b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks;

(c) all present and future license and distribution agreements (subject to the rights of the licensees therein) pertaining to the Trademarks;

(d) all income, fees, royalties and other payments at anytime due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith;

(e) the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world; and

(f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Obligor against third parties for past or future infringement of the Trademarks.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent, on behalf of itself and the Purchasers, pursuant to the Security Agreement. Obligor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement and in the Power of Attorney executed therein, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. RECORDATION. The Obligors authorize and request that the Commissioner of Patents and Trademarks record this Agreement.

4. U.S. TRADEMARK APPLICATIONS BASED ON INTENT TO USE. In an Event of Default, as defined in Section 4.1 of the Security Agreement, Obligor will promptly cause all pending Trademark applications listed on Exhibit A which are based on intent to use to

mature to registration by filing an acceptable Statement of Use at the USPTO. All fees incurred in connection with filing the Statement of Use shall be the responsibility of Obligor.

5. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Obligor and Collateral Agent have executed this Agreement as of the day and year first above written.

|

WT ACQUISITION CORP.

By: \_\_\_\_\_  
Name: Doug Berman  
Title: President and Treasurer

WT ACQUISITION HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Doug Berman  
Title: President

WARRANTECH AUTOMOTIVE, INC.

WARRANTECH AUTOMOTIVE OF  
FLORIDA, INC.

VEMECO, INC.

WARRANTECH CONSUMER PRODUCT  
SERVICES, INC.

WCPS OF FLORIDA, INC.

WARRANTECH HOME SERVICE COMPANY

WARRANTECH HOME ASSURANCE  
COMPANY

WARRANTECH DIRECT, INC.

WARRANTECH INTERNATIONAL, INC.

WARRANTECH ADDITIVE, INC.

WARRANTECH MANAGEMENT COMPANY

WARRANTECH MANAGEMENT HOLDING  
COMPANY

W DIRECT CORP.

SUNBELT DEALER SERVICES, INC.

By: \_\_\_\_\_  
Name: Richard Gavino  
Title: Treasurer

Signature Page to Trademark Collateral Assignment and Security Agreement

TRADEMARK  
REEL: 003480 FRAME: 0692

WT ACQUISITION CORP.

By: \_\_\_\_\_  
Name: Doug Berman  
Title: President and Treasurer

WT ACQUISITION HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Doug Berman  
Title: President

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Name: Richard Gavino  
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WARRANTECH MANAGEMENT LIMITED  
PARTNERSHIP

By: Warrantech Management Company, its  
general partner

By:   
Name: Richard Gavino  
Title: Treasurer

WARRANTECH DIRECT I, D.P.

By: Warrantech Direct, Inc. its general partner

By:   
Name: Richard Gavino  
Title: Treasurer

Signature Page to Trademark Collateral Assignment and Security Agreement

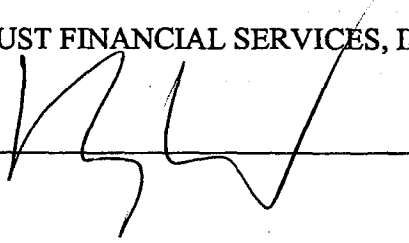


AMTRUST FINANCIAL SERVICES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

A handwritten signature in black ink, consisting of stylized, overlapping letters, is written over a horizontal line. The signature appears to be 'RW' or similar initials.

**EXHIBIT A**  
**to**

**Trademark Collateral Conditional Assignment and Security Agreement**

**LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS**

**U.S. Trademark Registrations**

**Warrantech Corporation**

<b>Trademark</b>	<b>Country Name</b>	<b>Classes</b>	<b>Application</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
ALLCARE	USA	36	75545195	2810841	02/03/04	Registered
BUTLER FINANCIAL SOLUTIONS	USA	36	75887784	2598679	07/23/02	Registered
PREFERRED SERVICE PLAN	USA	36	74409159	1884440	03/14/95	Registered
REPAIRGUARD	USA	36	75567355	2342686	04/18/00	Registered
REPAIRMASTER & Design	USA	36	76002531	2535685	02/05/02	Registered
REPAIRMASTER (Stylized)	USA	36	76002868	2575174	06/04/02	Registered
TECHSAVER	USA	36	76088003	2531613	01/22/02	Registered
VSC Online & Design	USA	35	76391544	2916881	01/11/05	Registered
W & Design	USA	36	73571568	1419435	12/02/86	Registered
W Logo	USA	36	74402003	1823192	02/22/94	Registered
WARRANTECH	USA	36	73571567	1402490	07/22/86	Registered
WARRENTECH	USA	36	74402004	1843182	07/05/94	Registered
WARRANTECH AUTOMOTIVE	USA	36	74277100	1788441	08/17/93	Registered
WARRANTECH DIRECT & Design	USA	36	74135851	1737028	12/01/92	Registered
WARRANTECH PROTECTING YOUR FUTURE	USA	36	74500396	2184294	08/25/98	Registered
ONE WORLD & Design	USA	36	783222299	3165948	10/31/06	Registered
TECH II PROTECTION	USA	36	78503557	3163704	10/24/06	Registered

**Vemeco, Inc.**

Trademark	Country Name	Classes	Application	Reg. No.	Reg. Date	Status
VCARE	USA	36	76456364	2740233	07/22/03	Registered
VEMCO	USA	36	76456363	2750002	08/12/03	Registered

**U.S. Trademark Applications****Warrantech Corporation**

Trademark	Country Name	Classes	Application	Reg. No.	Reg. Date	Status
ELITE JEWELRY CARE PLAN	USA	36	76501697	n/a	n/a	ITU-Pending
ELITE WATCH CARE PLAN	USA	36	76501684	n/a	n/a	ITU-Pending
PRONTO INFORMATION NETWORK POWERED BY WARRANTECH	USA	38	78770121	n/a	n/a	ITU-Pending
Miscellaneous Design	USA	36	78636404	n/a	n/a	Use-Based-Pending
THE XCHANGE CARD	USA	35	78/950,345	n/a	n/a	Pending
W (in a circle design)	USA	36	77/066,226	n/a	n/a	Pending